

COUNTY OF SARPY

CITY OF GRETNA

FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT is made and entered into this 1st day of July, 2019 ("Effective Date"), by and between the COUNTY OF SARPY, NEBRASKA, a political subdivision of the State of Nebraska (herein "Sarpy") and the CITY OF GRETNA, a municipal corporation in Sarpy County (herein "Gretna").

WITNESSETH:

WHEREAS, on August 1, 2000, Gretna and Sarpy entered into an Interlocal Cooperation Agreement (the "Agreement") for the public purpose of facilitating the inter-connection between the Gretna Municipal Sewer and the County Industrial Sewer and to allow the Gretna Municipal Sewer to be placed within the easement of Sarpy County, Nebraska, for future expansion of the County Industrial Sewer and other matters of joint interest and concern; and,

WHEREAS, the parties have agreed to enter into the following amendment to the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, Sarpy and Gretna, each intending to be legally bound, do hereby mutually agree as follows:

1. **Sarpy Fees Collected.** A new Section 18 shall be added to the Agreement as follows:

"Notwithstanding anything contrary contained herein, Sarpy may collect a fee for any outfall sewer owned by Sarpy which connects to the Gretna Municipal Sewer. Said fee shall be collected at the time of the issuance of a building permit for those parcels served by the Sarpy-owned outfall. Said fees shall be retained by Sarpy in order to pay for the cost of said outfall sewer. If Gretna annexes those lands in which Sarpy owns an outfall sewer, Gretna agrees to collect the same fee and submit said fee to Sarpy in order to pay for the outstanding balance of those outfall sewers owned by Sarpy which connect to the Gretna Municipal Sewer. Upon Sarpy's receipt of the total cost of each said outfall, Sarpy shall transfer title of said outfall to Gretna."

[The next page is the signature page.]

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized official of the City of Gretna and a duly authorized official of Sarpy County, each of whom hereby represents and warrants that he has the full power and authority to execute this First Amendment in such capacity, all as of the day and year first above written.

CITY OF GRETNA, Nebraska
A Municipal Corporation

BY: [Signature]
Mayor

Date: August 6, 2013

ATTEST:

[Signature]
City Clerk

Date: August 6, 2013

SARPY COUNTY, Nebraska
A political Subdivision

BY: [Signature]
Chair, Sarpy County Board

Date: 7-1-14

ATTEST:

[Signature]
County Clerk

Date: [Signature]



Approved as to form [Signature]
County Attorney

Date: 7-1-14



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L. Kenneth Polikov
Sarpy County Attorney

MEMORANDUM

June 26, 2014

TO: Sarpy County Board of Commissioners
FROM: Nicole O'Keefe, Deputy Sarpy County Attorney
RE: Proposed First Amendment to the Sarpy County – Gretna Interlocal Agreement

SID 291, Whitetail Creek and SID 235, Sunridge West are located within the County's zoning and platting jurisdiction. Pursuant to the usual process the two SIDs were required to sign subdivision agreements with the County at the time of the final plat approval. In March and October 2011, the County approved subdivision agreements with SID 291 (Rsln No. 2011-096) and SID 235 (Rsln No. 2011-352) respectively. Both developments required the construction of an outfall sewer line which connected to the Gretna sewer. Typically, if a sewer line connects to the Gretna sewer, the subdivision agreements require the SIDs to follow all of Gretna's policies. However, the subdivision agreements mistakenly included language for the County's policy of the County's ownership and reimbursement of the cost of outfall sewer lines with upstream users that connect into the Sarpy Sewer. Thus, by approving the two agreements, it appears the County contractually obligated itself to pay for and own outfall sewers that actually connect to the Gretna sewer lines. If the error within the subdivision agreements had not been made, both SIDs would have been subject to Gretna's policy which requires the SID to construct and own all outfall sewers at the SID cost. Thus, SID 291 and SID 235 essentially received a windfall due to the contractual error.

In order to recoup the cost of the outfall sewers, a Sub Basin Fee and accompanying regulations have been proposed. Because the outfall sewer lines connect with the Gretna sewer lines, an amendment to the Sarpy County – Gretna Sewer Interlocal Agreement is necessary. The proposed First Amendment allows the County to collect and keep a fee for any outfall sewer owned by the County which connects to the Gretna Sewer. Following the approval of the First Amendment, there will be a resolution approving Sub Basin Regulations and Fees for the Whitetail Drainage Sub Basin and the Sunridge Drainage Sub Basin and a resolution which revises the Master Fee Schedule.